

EXHIBIT A

COVER SHEET FOR FILING CIVIL ACTIONS
COMMONWEALTH OF VIRGINIA

Case No. CL24002025
(CLERK'S OFFICE USE ONLY)

ALEXANDRIA

Circuit Court

Connie L. Mobley 22304 v./In re: LOGS Legal Group LLP
5168 BRAUNER PLACE ALEXANDRIA VA. 10130 Perimeter Pkwy Ste 400
Charlotte NC 28216

I, the undersigned ☐ plaintiff ☐ defendant ☐ attorney for ☐ plaintiff ☐ defendant hereby notify the Clerk of Court that I am filing the following civil action. (Please indicate by checking box that most closely identifies the claim being asserted or relief sought.)

GENERAL CIVIL

Subsequent Actions

- ☐ Claim Impleading Third Party Defendant
☐ Monetary Damages
☐ No Monetary Damages
☐ Counterclaim
☐ Monetary Damages
☐ No Monetary Damages
☐ Cross Claim
☐ Interpleader
☐ Reinstatement (other than divorce or driving privileges)
☐ Removal of Case to Federal Court

Business & Contract

- ☐ Attachment
☐ Confessed Judgment
☐ Contract Action
☐ Contract Specific Performance
☐ Detinue
☐ Garnishment

Property

- ☐ Annexation
☐ Condemnation
☐ Ejectment
☐ Encumber/Sell Real Estate
☐ Enforce Vendor's Lien
☐ Escheatment
☐ Establish Boundaries
☐ Landlord/Tenant
☐ Unlawful Detainer
☐ Mechanics Lien
☐ Partition
☐ Quiet Title
☐ Termination of Mineral Rights

Tort

- ☐ Asbestos Litigation
☐ Compromise Settlement
☐ Intentional Tort
☐ Medical Malpractice
☐ Motor Vehicle Tort
☐ Product Liability
☐ Wrongful Death
☐ Other General Tort Liability

ADMINISTRATIVE LAW

- ☐ Appeal/Judicial Review of Decision of (select one)
☐ ABC Board
☐ Board of Zoning
☐ Compensation Board
☐ DMV License Suspension
☐ Employee Grievance Decision
☐ Employment Commission
☐ Local Government
☐ Marine Resources Commission
☐ School Board
☐ Voter Registration
☐ Other Administrative Appeal

DOMESTIC/FAMILY

- ☐ Adoption
☐ Adoption - Foreign
☐ Adult Protection
☐ Annulment
☐ Annulment - Counterclaim/Responsive Pleading
☐ Child Abuse and Neglect - Unfounded Complaint
☐ Civil Contempt
☐ Divorce (select one)
☐ Complaint - Contested*
☐ Complaint - Uncontested*
☐ Counterclaim/Responsive Pleading
☐ Reinstatement - Custody/Visitation/Support/Equitable Distribution
☐ Separate Maintenance
☐ Separate Maintenance Counterclaim

WRITS

- ☐ Certiorari
☐ Habeas Corpus
☐ Mandamus
☐ Prohibition
☐ Quo Warranto

PROBATE/WILLS AND TRUSTS

- ☐ Accounting
☐ Aid and Guidance
☐ Appointment (select one)
☐ Guardian/Conservator
☐ Standby Guardian/Conservator
☐ Custodian/Successor Custodian (UTMA)
☐ Trust (select one)
☐ Impress/Declare/Create
☐ Reformation
☐ Will (select one)
☐ Construe
☐ Contested

MISCELLANEOUS

- ☐ Amend Birth/Death Certificate
☐ Appointment (select one)
☐ Church Trustee
☐ Conservator of Peace
☐ Marriage Celebrant
☐ Approval of Transfer of Structure Settlement
☐ Bond Forfeiture Appeal
☐ Declaratory Judgment
☐ Declare Death
☐ Driving Privileges (select one)
☐ Reinstatement pursuant to § 46.2-427
☐ Restoration - Habitual Offender or 3rd Offense
☐ Expungement
☐ Firearms Rights - Restoration
☐ Forfeiture of Property or Money
☐ Freedom of Information
☐ Injunction
☐ Interdiction
☐ Interrogatory
☐ Judgment Lien-Bill to Enforce
☐ Law Enforcement/Public Official Petition
☐ Name Change
☐ Referendum Elections
☐ Sever Order
☐ Taxes (select one)
☐ Correct Erroneous State/Local
☐ Delinquent
☐ Vehicle Confiscation
☐ Voting Rights - Restoration
☒ Other (please specify)

☐ Damages in the amount of \$ 5,500 are claimed.

"Equity" Permanent Injunction

8/7/2024
DATE

☒ PLAINTIFF ☐ DEFENDANT ☐ ATTORNEY FOR ☐ PLAINTIFF
☐ DEFENDANT

Connie L. Mobley

Connie L. Mobley
PRINT NAME
5168 BRAUNER PLACE
ADDRESS/TELEPHONE NUMBER OF SIGNATOR
Alexandria, VA. 22304
Phone: (202) 494-7025
EMAIL ADDRESS OF SIGNATOR (OPTIONAL)

*"Contested" divorce means any of the following matters are in dispute: grounds of divorce, spousal support and maintenance, child custody and/or visitation, child support, property distribution or debt allocation. An "Uncontested" divorce is filed on no fault grounds and none of the above issues are in dispute.

IN THE CIRCUIT COURT OF THE COMMONWEALTH OF VIRGINIA


Case No. CL24002025

CONNIE L. MOBLEY,
Plaintiff,

v.

LOGS LEGAL GROUP LLP,
Defendant.

MOTION FOR PERMANENT INJUNCTION AGAINST FORECLOSURE

FILED
CLERK OF COURTS
CITY OF ALEXANDRIA
2024 AUG - 7 AM 11:17
J. GREG PARKS, CLERK
BY 
DEPUTY CLERK

COMES NOW the Plaintiff, Connie L. Mobley, and respectfully moves this Honorable Court for a Permanent Injunction against foreclosure proceedings initiated by the Defendant, LOGS Legal Group LLP. In support of this Motion, Plaintiff states as follows:

1. Introduction and Background:

- Plaintiff is the homeowner of the property located at 5168 Brawner Place, Alexandria, Virginia 22304.
- Defendant, LOGS Legal Group LLP, has initiated foreclosure proceedings against Plaintiff's property.

2. Basis for Motion:

- Plaintiff has sent multiple notices to Defendant, including a Debt Validation Request (July 16, 2024), Notice of Fault and Opportunity to Cure (July 23, 2024), and Notice of Default and Final Statement (July 30, 2024). These notices have been duly served in accordance with the Fair Debt Collection Practices Act (FDCPA) and relevant Virginia statutes. (See Exhibit A, Exhibit B, and Exhibit C).
- The Notices sent by Plaintiff are sworn affidavits and remain un rebutted by Defendant. Under Virginia law, un rebutted affidavits stand as the truth (see Virginia Code § 8.01-4.3).

3. Contractual Agreement by Default:

- By failing to respond to the Debt Validation Request and subsequent notices, Defendant has entered into a contractual agreement with Plaintiff, as per the terms outlined in the notices. These terms include the invalidation of the debt and cessation of any foreclosure proceedings.
- The principle of "silence is acceptance" and "an un rebutted affidavit stands as truth" applies here, establishing the agreed terms between the parties.

4. Defendant's Failure to Provide Validated Proof of Debt:

- Defendant's lack of response to the Debt Validation Request as required by 15 U.S. Code § 1692g and § 1692e(8) renders the alleged debt invalid.
- By defaulting on the validation requirement, Defendant has implicitly agreed to the invalidation of the debt, as outlined in Plaintiff's notices.

5. Harm and Irreparable Injury:

- Plaintiff faces irreparable harm if the foreclosure proceeds, including the loss of her home, disruption of her life, and significant financial and emotional distress.
- Monetary damages would not suffice to remedy the harm, making injunctive relief necessary.

6. Legal Standards for Injunction:

- Under Virginia law, a permanent injunction is appropriate where the plaintiff demonstrates (1) a clear right to relief, (2) an inadequate remedy at law, and (3) irreparable harm if the injunction is not granted.
- Plaintiff has a clear right to relief based on the un rebutted affidavits and Defendant's failure to validate the debt.
- There is no adequate remedy at law, as monetary damages cannot replace the loss of Plaintiff's home.
- The irreparable harm is evident in the potential foreclosure and loss of Plaintiff's property.

7. Supporting Virginia Laws and Case Holdings:

- Virginia Code § 55.1-320 outlines the requirements for foreclosure procedures, including the necessity for a valid debt.
- The FDCPA mandates that debt collectors provide validation of debt upon request and cease collection activities until such validation is provided (15 U.S. Code § 1692g).
- In *Haines v. Kerner*, 404 U.S. 519 (1972), the Supreme Court held that pro se pleadings are to be held to less stringent standards, recognizing the importance of substance over form.
- Under Virginia contract law, an un rebutted affidavit stands as truth, and silence in response to a demand constitutes acceptance of the terms proposed.

8. Violations and Damages:

- Each failure by Defendant to reply to Plaintiff's notices constitutes a separate violation of the FDCPA, entitling Plaintiff to statutory damages.
- Plaintiff seeks \$1,000 for each FDCPA violation, totaling 3 (three) violations, to be paid within 30 days as allowed by federal law.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court:

1. Grant a Permanent Injunction against the foreclosure of Plaintiff's property located at Property Address: 5168 Brawner Place, Alexandria, Virginia 22304.
2. Declare the debt in question invalid due to Defendant's failure to provide validation and the resulting contractual agreement between the parties.
3. Enforce the terms of the agreement reached by the parties, as outlined in the Plaintiff's un rebutted notices.
4. Award Plaintiff \$1,000 for each FDCPA violation, to be paid within 30 days.
5. Award Plaintiff costs and fees associated with this motion as well as all Notices and Invoices. (See Exhibit D).
6. Grant any other relief the Court deems just and proper.

DATED: August 6, 2024

Respectfully submitted,

Connie L. Mobley

Signature: Connie L. Mobley

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Motion for Permanent Injunction Against Foreclosure was served upon LOGS Legal Group LLP, at 10130 Perimeter Parkway, Suite 400, Charlotte, North Carolina 28216, via USPS mail on the 7th day of August, 2024.

Connie L. Mobley

Signature: Connie L. Mobley

Exhibit A

NON-NEGOTIABLE NOTICE OF DEBT VALIDATION REQUEST

THIS NOTICE AND ENCLOSURES ARE A PRIVATE COMMUNICATION BETWEEN THE PARTIES AND CONSTITUTES DUE PROCESS IN ADMINISTRATIVE PROCEDURE.

NOTICE TO AGENT IS NOTICE TO PRINCIPAL. NOTICE TO PRINCIPAL IS NOTICE TO AGENT. APPLICABLE TO ALL SUCCESSORS AND ASSIGNS.

Notice Date: Month: Seven Day: Sixteen Year: 2024

FROM: Connie L. Mobley
5168 Brawner Place
Alexandria, Virginia 22304

TO: LOGS LEGAL GROUP LLP
10130 Perimeter Parkway, Suite 400
Charlotte, North Carolina 28216

Re: LLG No. 17-265595

Sent USPS Priority Mail Tracking Number: EI 981700 478 US

I. NOTICE OF VALIDATION REQUEST

This notice serves as formal notification, in accordance with 15 U.S. Code § 1692, that the debt referenced by the aforementioned file number is contested and disputed, either partially or entirely. Under the Fair Debt Collection Practices Act (FDCPA), all collection efforts regarding this account are to be suspended until the matter is settled. I declare that the account(s) in question hold inaccurate or fraudulent information. I did not authorize, nor did anyone under my authority, the disputed transactions. Any further attempts at solicitation of this kind will be reported to the U.S. Postmaster for potential mail fraud, as it involves the use of U.S. Mail to promote a contract that may be fraudulent or misleading. Under 15 U.S. Code § 1681i and § 1692e(8), you are required to promptly notify all credit reporting agencies (CRA) or Credit Bureaus (CB) about the dispute. It is your responsibility to direct them to delete any negative information pertaining to the accounts in question. Additionally, failure to verify with the credit bureaus as of the current date, or inaction regarding these demands, constitutes a breach of the FCRA and FDCPA, which may incur the associated fines and penalties.

Verification and validation are demanded and required. Verification and validation are distinct terms and concepts, as highlighted by their definitions:

Verification involves confirming the accuracy of a claim, such as the existence of a debt, while validation is the process of ensuring that a product or service meets the requirements and expectations for which it was intended.

Both play crucial roles in different contexts, ensuring reliability and compliance with standards. See Chaudhry v. Gallerizzo, 174 F.3d 394 (4th Cir. 1999).

According to Black's Law Dictionary, the definition of **verification** is "...avermment that the party pleading is ready to establish the truth of what he has set forth. ... The examination of a writing for the purpose of ascertaining its truth; or a certificate or affidavit that it is true.." The court said "Confirmation of the correctness, truth, or authenticity of a pleading, account, or other paper, by an affidavit, oath, or

deposition." McDonald v. Rosengarten, 134 Ill. 126, 25 N.E. (1890) ; and Summerfield v. Phoenix Assur. Co. (C. C.) 65 Fed. 296 (1922); and Patterson v. Brooklyn, 6 App. Div. 127, 40 N.Y. Supp. 581 (1898).

Validation is for disputing a debt, stopping account and credit reporting activities until the debt has been confirmed, see Spears v. Brennan, 745 N.E. 2d 862 Ind. App. (2001).

According to Black's Law Dictionary, the definition of Validation is, "assessing an action to determine it is complete, correct, implemented and delivering the correct outcome."; Oxford states it as "to check or prove the validity or accuracy of something"; Merriam-Webster says, "to show the existence or truth of, by evidence."

II. VERIFICATION AND VALIDATION REQUIREMENTS

The demands are, but not be limited to:

1) I am exercising my rights under the Truth in Lending Act, specifically 15 U.S. Code § 1601-1667f, to request a clear disclosure of the identity of the original creditor involved in this transaction. It is my legal right to have transparent information about the principal party of interest.

2) I need an original contract to be produced, bearing the wet-ink signatures of all involved parties. Prior to the trial, a notarized copy may be submitted, but the original document is required during the trial. No substitutes, such as an affidavit of loss, will be considered valid. Should the original contract be stored at a different location, please provide the address and the available times for in-person viewing. As a maxim of contract law:

"The basic elements required for the agreement to be a legally enforceable contract are: mutual assent (agreement by both parties to a contract), expressed by a valid offer and acceptance; adequate consideration; capacity; and legality."

3) Please provide a detailed explanation of the nature of the claimed debt, including the specific services or money transactions that resulted in the alleged amount owed. Additionally, furnish a comprehensive breakdown of how the total sum was determined, accompanied by any pertinent documentation that substantiates the claimed obligation under 15 U.S. Code § 1692g(a) and § 1692g(b). It is also asserted that there is a considerable unresolved BILLING DISCREPANCY or ERROR concerning the original debt.

4) Production of account and general ledger statement(s) showing the full accounting of alleged obligation. **This includes** evidence of contracts, billing statements, PLUS any securities generated behind the scenes, tax benefits taken, charge offs (which are income), and discounts in selling the alleged debt. This is required by all parties; debt collectors and principals. This evidence is due is required to be admissible as evidence (sufficiency of pleadings by a fact-witness), along with a signed affidavit by the person responsible for maintaining these public and private accounting records, by the person having first-hand knowledge as to its accuracy and authenticity, who are able to testify under oath as required. Mere account statements of account are insufficient evidence.

5) Deliver proof your organization is a contract party to the original transaction. You seem to think there is a right to collect when your organization never loaned money to me. I have never signed any contract with you. You may have bought a note, but it was not signed by all parties. American Jurisprudence 2d 73 states that *"The right of subrogation does not exist for a stranger to the transaction."* Subrogation means *"to substitute"* and *"stranger to the transaction"* means a party that is not on the original contract. So, the right to substitute a third-party collector [you] into a contract, does not exist. The third-party has no rights if they did not give consideration in the original contract and were not mentioned on the contract

or were any part of the contract; including loans transferred, assigned, sold, or changed hands in one manner or another. To bring such a claim will immediately be identified as fraud upon the court. You have been noticed.

6) Proof that the alleged account is not out of the state's statute of limitations, if proven valid at all.

7) A copy of your license number and registered agent information allowing you to operate as an agency in this state - [except if in AL, CA, DC, DE, GA, KS, KY, MO, MS, MT, NH, NY, OH, OK, PA, SC, SD, TX, VA or VT].

8) Stipulate for the record whether or not the alleged loan has been securitized, and if so, the name and all other information of the financial instrument the alleged loan is bundled with, including profits generated or tax benefits taken.

9) Where did the money or credit supposedly loaned or issued to me come from? Or if from a service, a loan or properly executed service contract is still missing.

III. OPPORTUNITY TO CURE

A response to each point outlined in the affidavit is mandated by law. The legal principles, "Silence is admission," and "An affidavit without rebuttal stands as truth," apply here. According to Restatement 2nd § 69, not responding within thirty days is deemed an acknowledgment of the debt's invalidity, a relinquishment of all associated legal claims, and an indication that the account holder may have been subjected to identity theft. Consequently, there is a call to close the claim and amend any adverse credit reports related to the purported debt with all credit reporting agencies and bureaus, pending verification.

Upon receiving this notice, you are allotted a thirty-day period to either:

1) submit a detailed response to the provided affidavit, through a sworn affidavit of your own, accepting full commercial responsibility and attesting under oath to the veracity and completeness of your statements. Simple declarations will not be deemed adequate. Should you require additional time to furnish a comprehensive reply, please formally request an extension in writing. Alternatively,

2) provide a written confirmation within the same thirty-day timeframe, acknowledging the full settlement of the purported debt, and specifying the timeline for the removal of the item from all credit, banking, internal, and public records where it appears. Upon receipt of such confirmation, no further measures will be necessary, and your obligations concerning this issue will be considered fulfilled. A failure to address this matter will be regarded as a default in commercial terms and will imply your agreement with the affidavit's assertions.

IV. FUTURE COMMUNICATION(S)

According to the Fair Debt Collection Practices Act, Section 805(c), the Telephone Consumer Protection Act, and the Federal Debt Collection Practices Act, Section 1692c, excluding the waiver of Section 1692c(c), any further communication about this purported debt following the receipt of this notice, without delivering appropriate procedural validation, constitutes a violation. A "refusal for cause" will apply to any unsigned correspondence or any communication that fails to identify the individual sender from your organization. Written communications are permitted solely for conveying settlement proposals or providing debt validation.

V. NOTICE AND DEMAND FOR PAYMENT

Should there be no comprehensive validation of the purported debt, it is hereby recorded that the aforementioned entity has sustained "harm and injury" equivalent to the value of the unverified debt, accruing at an interest rate of 20%. This constitutes a formal notification and a demand for the settlement of any unvalidated debt, which includes a minimum fine of \$1,000 for each violation of the FDCPA, per incident of harm. This is enforceable through small claims court or other legal avenues. Additionally, a notice of lien will be filed against all personal and principal assets to recover the owed amount.

VI. CASE LAW AND JUDGEMENTS AGAINST DEBT COLLECTORS

"The Act is a strict liability statute; violations of the Act do not need to be intentional to be actionable." Smith v. National Credit Systems, Inc., 807 F. Supp. 2d 836, 840 (D. Az. 2011)

Jerman v. Carlisle, McNellie, Rini, Kramer & Ulrich LPA, 559 U.S. 573 (2010) held that a debt collector who makes an incorrect statement of law in communications FDCPA's "bona fide error" defense, per 15 U.S.C. § 1692k(c), even if it was an unintentional error.

"Because the FDCPA is a 'strict liability statute,' Plaintiff need only demonstrate 'one violation of its provisions' to be entitled to a favorable judgment." Doshay v. Global Credit and Collection Corporation, 796 F.Supp.2d 1301, 1304 (D. Colo. 2011)

"Simply stated, if an attorney regularly engages in debt collection activities, that attorney is a 'debt collector' under the FDCA and is subject to its provisions'.... This court holds that there is no additional implied exemption for 'attorneys when performing tasks of a legal nature'." Heintz v. Jenkins, 514 U.S. 291 (1995)

"The FDCPA is a remedial statute, it should be construed liberally in favor of the consumer." Johnson v. Riddle, 305 F.3d 1107, 1117 (10th Cir. 2002)

Regarding hearsay exceptions for business records: *"In short, it is manifest that, in this case, those reports are not for the systematic conduct of the enterprise as a railroad business. Unlike payrolls, accounts receivable, accounts payable, bills of lading, and the like, these reports are calculated for use essentially in the court, not in the business. Their primary utility is in litigating, not in railroading."* Palmer v Hoffman 318 US 109 (1943) Affidavit Decision

Many more cases have proven this:

De facto or de jure rulings secured by incestuous relationships in a lower District Court are *"to be decided by the trier of fact on the evidence"* in an Appellate Court judged by *facts alone*. Lewis v. ACB Business Services, Inc. 135 F.3d 389 6th Cir. (1998). *"An unconstitutional act is not a law; it confers no rights; it imposes no duties; it affords no protection; it creates no office; it is, in legal contemplation, as inoperative as though it had never been passed."* Norton v. Shelby County, 118 U.S. 425, 6 S. Ct. 1121, 30 L. Ed. 178 (1886)

In Nelson v. Santander Consumer USA, Inc., 931 F. Supp. 2d 919, 932 (W.D. Wis. 2013) Mrs. Heather Nelson was awarded \$571,000 in damages for the harassment involved.

Additionally there have been numerous judgments against debt collectors for similar violations such as: Dixon-Rollins v. Experian Information Services et. al. 2:09-CV-00646-TJS, revolving around "inaccurate" claims on a credit report. In that case, for similar claims, the jury awarded Dixon-Rollins \$500,000; this amount was reduced to \$270,000 by the court.

Even a mere message places you at risk: Gryzbowski v. I.C. System, Inc., 691 F. Supp. 2d 618 (2010) found a message was a communication in an attempt to collect a debt; and Mark v. J.C. Christensen & Associates, Inc., Civil No. 09-100 ADM/SRN, 2009 WL 2407700 (D.Minn. Aug. 4, 2009) found a voicemail to be the same. Even worse, in Costa v. National Action Financial Services, 634 F. Supp. 2d 1069 (E.D. Cal. 2007), NAFS failed to state a message was from a debt collector and lost. Romea v.

Heiberger & Associates, 988 F. Supp. 715 (S.D.N.Y. 1998); and Inman v. NCO Fin. Sys., Inc., No. CIV.A. 08-5866, 2009 WL 3415281, at *1 (E.D. Pa. Oct. 21, 2009) found pre-recorded calls count as communication.

In the case of Brim v. Midland Credit Management, Inc., 795 F. Supp.2d 1255 (2011) the jury rendered a verdict awarding plaintiff \$100,000 in compensatory damages and \$632,180.00 in punitive damages due to Midland Credit's "willful noncompliance" of its duties under federal law (FCRA) to adequately investigate the consumer's repeated credit report disputes over a 2-year period. Midland Credit sought to vacate the judgment or reduce the plaintiff's award, but the court refused, finding that a punitive damages award of roughly six times the actual damages award of \$100,000 was appropriate under Supreme Court standards.

Other cases showing the ease of incurring FDCPA violations, like Cavallaro v. Law Office of Shapiro & Kreisman, 933 F. Supp. 1148 E.D.N.Y. (1996); and Masciarelli v. Richard J. Boudreau & Associates, LLC, 529 F. Supp. 2d 183 (2007); and Harrington v. CACV OF COLORADO, LLC, 508 F. Supp. 2d 128 (2007); and Picht v. Hawks, 77 F. Supp. 2d 1041 (1999); and West v. Nationwide Credit, Inc., 998 F. Supp. 642 (1998); and Cloman v. Jackson, 988 F.2d 1314, 1320 (1993); and Edwards v. Niagara Credit Solutions, Inc., 584 F.3d 1350 (2009).

Including case law that shows pro se and pro per litigation is extremely effective in rendering invalid debt obsolete, such as Acosta v. Campbell Case No. 6:04-cv-761-Orl-28DAB (2006); and Sherman v. Blair, Case No. 5:15-cv-36-Oc-34PRL (2015); and Stinson v. Asset Acceptance, LLC, No. 1:05cv1026 JCC (2006); and Chlanda v. Wymard No. 3-93-321 (1994).

VII. FINAL PLEA AND RECOMMENDATION

Litigation can be prohibitively expensive and is best avoided. If necessary, I am prepared to represent myself [pro per] and pursue legal action in forma pauperis at no cost. However, it is likely that your organization will need to engage a lawyer's services. Opting to sue in small claims court may restrict your defense options, should I choose this path due to numerous legal infractions. Given the low cost-effectiveness of a lawsuit with limited means, this communication serves as a sincere effort to settle this issue without resorting to court. I am open to a private and amicable resolution, including private arbitration. I appreciate your consideration of this matter.

NOTICE OF VALIDATION REQUEST - Execution Page
by: Connie L. Mobley Without Recourse, All Rights Reserved
Connie L. Mobley

DATED: 7/17/2024

NOTARY ACKNOWLEDGEMENT

State of Virginia in Fairfax County

The foregoing instrument was acknowledged before me via physical presence this 17th day of July, 2024 and the above-named individual produced identification identifying each as the same.

Signature: Daniel Patrick Kane

Printed Name of Notary Public: Daniel Patrick Kane
Notary Public For VA

My Commission Expires: 4/30/2025

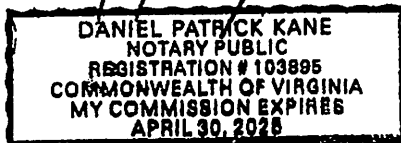


Exhibit B

NOTICE OF FAULT AND OPPORTUNITY TO CURE

THIS NOTICE AND ENCLOSURES ARE A PRIVATE COMMUNICATION BETWEEN THE PARTIES AND CONSTITUTES DUE PROCESS IN ADMINISTRATIVE PROCEDURE.

NOTICE TO AGENT IS NOTICE TO PRINCIPAL. NOTICE TO PRINCIPAL IS NOTICE TO AGENT. APPLICABLE TO ALL SUCCESSORS AND ASSIGNS.

Notice Date: Month: Seven Day: Twenty-Three Year: 2024

FROM: Connie L. Mobley
5168 Brawner Place
Alexandria, Virginia 22304

TO: LOGS LEGAL GROUP LLP
10130 Perimeter Parkway, Suite 400
Charlotte, North Carolina 28216

Re: LLG No. 17-265595

Sent USPS Priority Mail Tracking Number: 9589 0710 5270 2614 1707 90

I. NOTICE OF FAULT

Please be advised that a notice of fault is being provided as a courtesy in relation to the enclosed commercial presentment received by either one of your agents or the principal on Date: 10-14-2024

Kindly refer to the enclosed Debt Validation Request. Your response by sworn affidavit is necessary within fifteen days to prevent your default.

If there has been any communication in reply, it has not been received or was incomplete. Please send me a certificate for proof of delivery to me. In addition, any response by a lawyer is considered inadmissible because "...lawyers are either lawyers or witnesses. They cannot be both." *Trinsey v Pagliaro*, D.C.Pa. 1964, 229 F.Supp. 647 (1964). Therefore, I require a fact-witness only to respond, so that a sufficiency of pleadings by sworn testimony can be met in regards to this alleged debt.

II. OPPORTUNITY TO CURE

1) Provide a point-by-point response to the enclosed affidavit via a sworn responsive affidavit, assuming full commercial liability. This response should be signed under penalty of perjury, affirming the accuracy, completeness, and truthfulness of the contained facts. Mere declarations will not suffice. If additional time is required for a thorough response, please submit a written request for an extension. OR
2) Submit an original letter within thirty days confirming the full satisfaction of the alleged debt, including details regarding the removal of the item from credit reports, bank records, internal records, and any public records where recorded. In such a case, no further action will be necessary, and you will be released from all liability pertaining to this matter.

Failure to remedy the situation will be deemed a dishonor in commerce, and your consent to the facts outlined in the affidavit will be interpreted as an admission of their accuracy.

III. FAILURE TO ACT AS REQUIRED

Failure to respond to this NOTICE OF FAULT AND OPPORTUNITY TO CURE will result in its recognition as an administrative judgment, serving as the conclusive and ultimate representation in a formal record of the terms of our agreement. As the adage goes, "He who does not deny, admits," and "An un rebutted affidavit stands as truth." In accordance with Restatement 2nd § 69, the lack of reply within

fifteen days will be construed as an admission of the invalidity of the debt, the relinquishment of any legal claim(s), and the acknowledgment that the entity named on the account is a victim of identity fraud.

IV. ENCLOSURES

The following enclosures are incorporated herein as reference, please review carefully:

1- Debt Validation Request, delivered 7-19-2024, 2024 via Priority Mail Number EI9817004786

Thank you for your public service and your time and attention to this matter. Please confirm by signed letter when the required steps of cancellation have been completed.

by: C. Mobley, Without Recourse, All Rights Reserved

Connie L. Mobley

DATED: 7/24/2024

NOTARY ACKNOWLEDGEMENT

State of Virginia in Stafford County

The foregoing instrument was acknowledged before me via physical presence this 24th day of July, 2024 and the above-named individual produced identification identifying each as the same.

Daniel Patrick Kane
Notary Public

4/30/2025
My Commission Expires

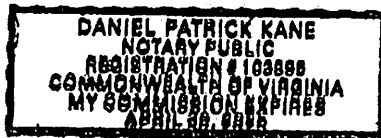


Exhibit C

Non-Negotiable Notice of Invoice

NOTICE TO AGENT IS NOTICE TO PRINCIPAL. NOTICE TO PRINCIPAL IS NOTICE TO AGENT. APPLICABLE TO ALL SUCCESSORS AND ASSIGNS.

Notice Date: Month: Seven Day: Thirty Year: 2024

FROM: Connie L. Mobley
5168 Brawner Place
Alexandria, Virginia 22304

TO: LOGS LEGAL GROUP LLP
10130 Perimeter Parkway, Suite 400
Charlotte, North Carolina 28216

Re: LLG No. 17-265595

Sent USPS Priority Mail Tracking Number: 9589 0710 5270 1006 1458 91

Invoice Number: 17-265595-073024LOGOSLEGAL-001

Description of Charges:

1. FDCPA Violation:
 - o Minimum Fine: \$1000

Total Amount Due: \$1000

Payment Instructions:

- Please remit payment within 10 calendar days of the date of this invoice.
- Payment can be made by check payable to Name Connie L. Mobley sent to the address listed above.
- Alternatively, payment can be made via bank transfer to the following account:
 - o Bank Name: Bank of America
 - o Account Number: 4350 3393 0482
 - o Routing Number: 051000017

Note: Failure to remit payment within the specified timeframe will result in further legal action, including a small claims court filing and the filing of a lien against personal and principal assets.

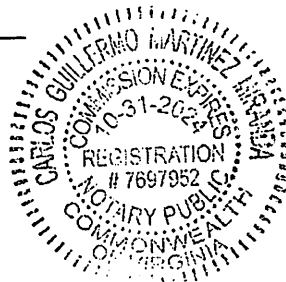
Signature: Connie L. Mobley
Connie L. Mobley
Without Recourse
All Rights Reserved

Notary Acknowledgment:

State of Virginia in Fairfax County.

The foregoing instrument was acknowledged before me via physical presence this 31st day of July 2024 and the above-named individual produced identification identifying each as the same.

Signature/Name: [Signature]
Notary Public
My Commission Expires 10-31-2024



Non-Federal Direct Deposit Enrollment Request Form
Authorization agreement for automatic deposits (ACH credits)

Directions for Customer Use:

- 1) **Ensure entire form is complete, then sign and date**
 - Use the ABA routing number from the state where your account was opened
- 2) **Ensure appropriate Employer / Company address is used when mailing completed form**
- 3) **Employer / Company should review this form for completeness and suitability.** If Employer / Company prefers or requires their own form, use account type, number and ABA routing number below to help complete their form
- 4) **Mail form directly to Employer / Company** (Note: It is not necessary for employer or company to return the form to the bank once direct deposit is set up into the payroll system)

Employer / Company Name: _____

Employer Address

City

State

Zip

I (we) authorize the above named Employer / Company to initiate credit entries to my Bank of America Checking and/or Savings accounts indicated below and to credit the same to such account. I (we) acknowledge that the origination of the ACH transactions to my (our) account must comply with the provisions of U.S. law.


Note: Funds can be deposited into one account or split between accounts as a set percent or dollar amount.

Account Type	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings	State Acct Opened	VA
Account Number	4350 3393 0482		
ABA Routing Number	051000017		
Deposit Amount	_____ % OR \$ _____ (Flat Amount)		

CONNIE L. MOBLEY
5168 BRAWNER PL
ALEXANDRIA VA 223048704

1001

VOID

Bank of America 
FORM 051000017

⑆ 051000017 ⑆ 435033930482 ⑆ 1001

If monies to which I am not entitled are deposited to my account, I authorize the Employer / Company (issuer) to direct the financial institution to return said funds and I authorize the financial institution to act on the Employer / Company direction and to return said funds. This authority will remain in effect until Employer / Company has received written notification from me of its termination in such time and in such manner as to afford Employer / Company and financial institution a reasonable opportunity to act on it.

CONNIE L. MOBLEY

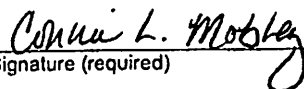
Name

5168 BRAWNER PL

Address

ALEXANDRIA VA 223048704

City/State/Zip



Signature (required)

07/31/2024

Date

202-494-7025

Telephone Number

NOTE: Written credit authorization must provide that the receiver may revoke the authorization only by notifying the originator in the manner specified in the authorization.

NVA

00-14-9291M 002 02-2014

NOTICE OF DEFAULT AND FINAL STATEMENT

**THIS NOTICE AND ENCLOSURES ARE A PRIVATE COMMUNICATION BETWEEN THE PARTIES
AND CONSTITUTES DUE PROCESS IN ADMINISTRATIVE PROCEDURE.**

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL. NOTICE TO PRINCIPAL IS NOTICE TO AGENT.
APPLICABLE TO ALL SUCCESSORS AND ASSIGNS.**

Notice Date: Month: Seven Day: Thirty Year: 2024

**FROM: Connie L. Mobley
5168 Brawner Place
Alexandria, Virginia 22304**

**TO: LOGS LEGAL GROUP LLP
10130 Perimeter Parkway, Suite 400
Charlotte, North Carolina 28216**

Re: LLG No. 17-265595

Sent USPS Priority Mail Tracking Number: 9589 07105270 1006 1459 07

I. NOTICE OF DEFAULT

The account in question has been invalidated, and it is imperative that your company promptly issues a notice confirming the satisfaction of the account.

Failure to do so will result in sanctions for your unlawful attempts to collect on this account.

Additionally, please provide information regarding the expected date of removal of this account from credit reports.

II. FINAL STATEMENT

This serves as the final statement regarding your account.

You shall settle the outstanding amount in full within 10 days or less to halt any further actions, as implicitly agreed upon in the previous communication.

Due to the invalidation and unlawful collection of this debt, **you have caused harm** and injury to me, constituting violations of the Fair Debt Collection Practices Act (FDCPA) and warranting damages of **at least \$1000**.

I urge you to remit payment in full without delay, or alternatively, issue a letter confirming the full satisfaction of the account, thereby absolving any further obligations or payments concerning this invalidated debt on your behalf.

If any communications have been sent, they have not been received.

Therefore, please utilize Certified Mail for proof of delivery.

Furthermore, any response from a lawyer is deemed inadmissible, as "lawyers are either lawyers or witnesses. They cannot be both" (Trinsey v. Pagliaro, D.C.Pa. 1964, 229 F.Supp. 647).

Hence, I request the presence of a fact-witness to ensure that the sufficiency of pleadings by sworn testimony is met regarding this alleged debt.

III. ENCLOSURES

The following enclosures are incorporated herein as reference, please review carefully:

- 1- Debt Validation Request - delivered on 7-19, 2024 via Priority Mail # EI981700478US
2- Notice of Fault and Opportunity to Cure - Delivered on 7-26, 2024 via Priority Mail#
9589071052702014170790

Thank you for your time and attention to this matter.

Please confirm by signed letter when the requisite steps of cancellation described herein have been completed.

by: Connie L. Mobley, Without Recourse, All Rights Reserved
Connie L. Mobley

DATED: 7/31/2024

NOTARY ACKNOWLEDGEMENT

State of Virginia in Fairfax County.

The foregoing instrument was acknowledged before me via physical presence this 31st day of July, 2024 and the above-named individual produced identification identifying each as the same.

Notary Public
10-31-2024
My Commission Expires



Exhibit D



Purpose Driven Woman <godslady35@gmail.com>

You sent \$2,500.00 to Brad Tipton

1 message

Bank of America <onlinebanking@ealerts.bankofamerica.com>

Fri, Jul 12, 2024 at 9:17 PM

Reply-To: Bank of America <reply-fe8812727360017472-145816_HTML-802051701-522000109-22609919@ealerts.bankofamerica.com>

To: godslady35@gmail.com

BANK OF AMERICA 



You sent \$2,500.00 to Brad Tipton

Sent from account

ending in 0482

To

bradtipton@yahoo.com

Your message

**Connie Mobley: Stop
Foreclosure Sale Date 21 Aug
2024: Address: 5168 Brawner
Pl, Alexandria VA 22304 (202)
494-7025**

View your balance

Confirmation

zyb6vxcx2

If you didn't make this payment, contact us



Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC, and are used herein under license. Bank of America and the Bank of America logo are registered trademarks of Bank of America Corporation.

We'll never ask for your personal information such as SSN or ATM PIN in email messages. If you get an email that looks suspicious or you are not the intended recipient of this email, don't click on any links. Instead, forward to abuse@bankofamerica.com then delete it.

Please don't reply to this automatically generated service email.

[Privacy Notice](#)

[Equal Housing Lender](#) 

Bank of America, N.A. Member FDIC.

© 2024 Bank of America Corporation.